MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

A. 1. Name and full address of the Contractor
to whom the Tender Documents are issued. :

2. Whether registered with Engineering (Civil)
Department, if so, class of registration. :

3. If not registered, reference to the letter of the Chief
Engineer authorising issue of the tender Documents. :

4. Date of issue of Tender Documents. :

__________________________________________________
SIGNATURE OF AEN (Accounts)

B.1. Name of work: “Laying of Pavers at Launch Jetty in GCB area”

2. Cost of each set of Tender Documents: Rs.2000 /

3. Date and Issue of Tender Documents:
   From: 16/08/2016
   To 06/09/2016 up to 15.00 hrs.

4. Date of receipt of tender and time:
   07/09/2016 up to 15.00 hrs.

5. Amount of E.M.D.:
   Rs. 20,000/

6. Date of opening of tender and time:
   On 07/09/2016 at 15.30 hours.

7. a) Whether E.M.D. received:
   Yes/No.
   b) if so, in which shape:
   D.D./Cash Receipt

8. Form of contract:
   Item rate

9. Whether tender received in duplicate:
   Yes/No

10. Whether rates have been quoted in both
the tenders in words and figures:
   Yes/No.

11. Total No. of Tenders received for the work:

______________________________________________
AEN(Accounts) EXECUTIVE ENGINEER (HR)
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

Tender No. CE/71/2016

NAME OF WORK :- “Laying of Pavers at Launch Jetty in GCB area”

1. Tender Notice
2. Appendix – I
3. Form of Tender
4. Additional Instructions to Tenderers
5. Additional General Conditions of Contract
6. Organisation Chart
7. Estate Rental charges
8. Directions to tenderers for filling of tender
9. Scope of work
10. Schedule of quantities & rates
12. Declaration
13. Vendor Registration Form

Mormugao Port Trust
Engineering Civil Department
Main Administrative Office Bldg
Headland, Sada, Goa

Chief Engineer
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/71/2016
Tender Notice No. CE/N-71/2016

Sealed item rate tenders in single Cover System are invited from the Contractors registered with Engineering Civil Department (M.P.T.), P.W.D. / C.P.W.D. / Railway, Central/State Govt., GSIDC, etc. Unregistered Contractors also can apply for tender subject to fulfilling the Criteria and the conditions given below.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Tender No.</th>
<th>Name of work</th>
<th>Cost of tender document (non-refundable)</th>
<th>Sale of tender documents From/To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CE/71/2016</td>
<td>‘Laying of Pavers at Launch Jetty in GCB area”</td>
<td>Rs.2,000/-</td>
<td>16/08/2016 to 06/09/2016 up to 15.00hrs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>‘Laying of Pavers at Launch Jetty in GCB area”</td>
<td>Rs. 10,22,667/-</td>
<td>07/09/2016 at 15.30 hrs.</td>
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<td></td>
<td>Estimated cost of work put to tender</td>
<td>Rs. 20,000/-</td>
<td>Date of opening of tender</td>
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</tbody>
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Class “B1” and above

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<td>Date of opening of tender</td>
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N.B:
1) Tender documents can be purchased at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of registration in the appropriate class with the Engineering (Civil) Department of Mormugao Port Trust and after payment of necessary charges in the Cash section of Finance Department. Contractors who are
not registered may also be issued tender documents subject to the provisions of MPT Regulations for registration of contractors. Tender documents will be sold between 09.30 hours to 12.00 hours and 14.00 hrs. to 15.00 hrs. from Monday to Friday excluding Port Holidays.

2) Tenders duly super scribed with the name of the work should be submitted in single cover and sealed with gum and with sealing wax/lac as stipulated in Clause no. 5 of Special instructions to Tenderers and reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada – 403 804, not later than 15.00 hrs. on the opening of the tender.

3) Tender documents will not be sent by post or courier service.

4) Right to reject any or all tenders without assigning any reasons thereof, are reserved.

5) Deviations from the proposed items of work will not be acceptable. Conditional tenders are liable to be rejected.

6) Tenderers can download the tender document from the Port’s website. However he has to enclose the cost of the tender document by D.D. in favour of FA & CAO, MPT whilst submitting the tender.

7) Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF ENGINEER

Date :

Headland, Sada, Goa.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER NO : CE/71/2016

Name of Work :- “Laying of Pavers at Launch Jetty in GCB area”

1. TENDER NOTICE

1. Sealed tenders in single Cover System are invited on behalf of Mormugao Port Trust from contractors registered with M.P.T., P.W.D./ C.P.W.D. / Railway, Central/ State Govt. , GSIDC, etc. for the work of “Laying of Pavers at Launch Jetty in GCB area” The Approximate cost of the work is Rs.10,22,667/- . Unregistered contractors also can apply for tender subject to fulfilling the conditions as stipulated.

2. The tender set consisting of the Tender Notice, Additional Instructions to Tenderers, Special Conditions of Contract, Schedule of Quantities and Rates and Form of Tender may be obtained from the Office of Chief Engineer, Engineering (Civil) Department Mormugao Port Trust at Headland, Sada, Goa on payment of Rs.2000/- which sum will not be refunded. Additional set can be obtained on payment of Rs.2000/- (Non- refundable), if desired. The bidding party should pay the cost of the tender document (non-refundable) by Demand Draft in favor of “Financial Advisor and Chief Accounts Officer, Mormugao Port Trust payable at Vasco-Da-Gama or by cash to A.O. (Cash)/MPT/Headland, Sada at the time of submission of application form and bid documents. The Demand Draft / Cash Receipt in original is to be attached to the tender document.

A printed set ( Vol-I) issued to the contractors contains Instructions to Tenders, General and Special Conditions of Contract, General Specifications and forms an integral part of the tender documents.

3. Tender documents will not be sent by Post or Courier Service.

4. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs.20,000 /- (Rupees Twenty thousand only), and

5. E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at
Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is required to be enclosed along with the Tender in originals. In any case, E.M.D. in the form of Cash/ Cheque alongwith tender will not be accepted.

a. The E.M.D. and the Tender documents should be put in separate sealed envelopes the two envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as “EMD, tender documents as the case may be. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of work (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted.

b. Bids if not accompanied by the requisite E.M.D. as indicated at 4 above and in the manner described at 4(a) &4(b) above shall be treated as invalid and shall not be opened.

c. E.M.D. of the Tenderers i.e. any two among the first three lowest tenders will be refunded to them only after acceptance of Work Order by successful tenderer and only after lodgment of Initial Security Deposit (ISD) by the lowest/accepted offer of the contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Other Contractors are requested to contact the Assistant Executive Engineer(Accounts), Chief Engineer’s Office, Main Administrative Office, and Mormugao Port Trust for claiming such refund along with copy of original receipt issued by this office.

d. Contractors may submit the following information in-order to refund the EMD’s/ Bank Guarantee/Security Deposit/Retention Money, payments of bills etc.
  a. Name of Bank
  b. Place
  c. Account No
  d. Type of Account
  e. PAN
  f. EPF No.
  g. ESI No.

No fresh correspondence in this regard will be made by the Port Trust.


  a) Amount to the extent of 5% of the value of contract to be paid in cash or in the form of a Bank Guarantee at the time of acceptance of the tender, as Initial Security Deposit.
b) The remaining 5% of Security Deposit to be deducted from the running account bills at 10% of each running bill till the entire security deposit of 5% of value of contract is recovered. However, the contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank guarantee (s) for like sum(s) at any stage(s) of the work.

c) The entire amount of 10% of the value of the contract may also be paid in Demand Draft / Pay Order or in the form of Bank Guarantee at the time of acceptance of tender.

Note:
i. The Bank Guarantee of 5% of the Contract Price as Initial Security Deposit will be valid till the actual completion period plus maintenance period plus 3 months for the claims period.

ii. The Retention Money of 5% of the Contract Price will be released after successful completion of the work and after issue of Completion Certificate by the Chief Engineer.

7. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.

8. The entire work under this contract is required to be completed within **TWO months** from the date of receipt of pre-acceptance letter/ work order or release of site whichever is later.

9. Counter conditions stipulated in completion period by the Contractor will not be considered. Tenders with counter conditions are likely to be rejected summarily without assigning any reasons thereof.

10. Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the **Executive Engineer / VSG, Tel Nos: 2594610.**

11. The original tenders to be submitted should be enclosed in a sealed cover and super scribed **“Laying of Pavers at Launch Jetty in GCB area”** and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa-Pin: 403804.

12. The tenders complete in all respects should be placed in the Tender Box (marked “Tender No:  **CE/71/2016**” kept inside the cabin of Assistant Engineer (Accounts), Chief Engineer’s Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 15.00 hours on due date and opened at 15.30
hours on the same date in the presence of such Tenderer’s who may wish to be present.

13. The Tenderer’s should specifically note that their offers, whether sent by post or by hand delivery, should reach this office on or before the due date and time. Offers received late will not be considered, even if posted in the post office before due date.

14. The Chief Engineer and or Board of Trustees reserve the right to reject any or all tenders received without assigning any reasons thereof.

15. Unsigned tenders will not be considered.

16. Sales Tax, Income Tax etc. as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances taxes so deducted shall be reimbursed to the contractor.

17. The Tenderer should strictly note that they shall be not allowed to fill in the tender or seal the tender in Mormugao Port Trust.

18. Service Tax registration for the bidder is mandatory. Service Tax has to be claimed extra as applicable while submitting the bill/bills.

19. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

APPENDIX-I

TENDER NO : CE/71/2016

Name of work :- “Laying of Pavers at Launch Jetty in GCB area”

This shall be read in conjunction with respective clauses of General conditions of Contract(G.C.C)of Vol-I of Tender Documents.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Particulars</th>
<th>Clause of G.C.C</th>
<th>Condition/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Amount of initial security and time</td>
<td>11(1)</td>
<td>Five percent of the contract price and period 14months plus 3months for claims period for B.G.</td>
</tr>
<tr>
<td>2</td>
<td>Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>38</td>
<td>7 days</td>
</tr>
<tr>
<td>3</td>
<td>Time of completion</td>
<td>40</td>
<td>Two months.</td>
</tr>
<tr>
<td>4</td>
<td>Amount of liquidated damages</td>
<td>43</td>
<td>Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract(of each specific work order).</td>
</tr>
<tr>
<td>5</td>
<td>Period of maintenance</td>
<td>45(1)</td>
<td>12 months</td>
</tr>
<tr>
<td>6</td>
<td>Percentage of retention from each running account bill.</td>
<td>54(1)</td>
<td>10%.Also please refer CL.No.5 of additional instructions to Tenderers.</td>
</tr>
<tr>
<td>7</td>
<td>Limit of Retention Money.</td>
<td>54(1)</td>
<td>5% value of the contract.</td>
</tr>
<tr>
<td>8</td>
<td>Total initial Security Deposit and Retention Money.</td>
<td>11(1) 54(1)</td>
<td>10% value of the contract amount.</td>
</tr>
<tr>
<td>9</td>
<td>Minimum amount of interim certificate</td>
<td>54(1)</td>
<td>Rs5.00 lakh</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Clause/No.</td>
<td>Details</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>Time within which payment to be made after contractor’s submission of the bill. (Special Instructions No.1).</td>
<td>54(1)</td>
<td>100% payment within 20 days of recording measurements and submission of bill in quadruplicate after obtaining signature of JE/EA and AEN/AXEN concerned(2 copies to Head Office) with all supporting documents.</td>
</tr>
<tr>
<td>11</td>
<td>Mobilisation Advance.</td>
<td>69</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>12</td>
<td>Interest rate on mobilization advance.</td>
<td>69</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>13</td>
<td>Mode of recovery of mobilization advance</td>
<td>69</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>14</td>
<td>Variation in price of labour and materials.</td>
<td>70</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>15</td>
<td>Arbitration.</td>
<td>66</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>16</td>
<td>Minimum amount of third party insurance.</td>
<td>Clause No.16 to 20 of Additional General Conditions of contract</td>
<td>Not applicable to this contract. However contractor is required to insure his workmen and agrees that port is kept indemnified on this account for any reason whatsoever</td>
</tr>
</tbody>
</table>

Dated this ________________ day of ____________ 2016.

Signature _______________ in the capacity of __________________.

__________________ duly authorized to sign tender for and on behalf of ________________.

(IN BLOCK LETTERS)

Tenderer Name and Address: __________________

__________________

__________________

Witness: ________________

__________________

Occupation: ________________

__________________
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/71/16

Name of Work :- “Laying of Pavers at Launch Jetty in GCB area”

FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust.
Headland, Sada, Goa

I/We_________________________________________________________, do hereby submit tender for the work “Laying of Pavers at Launch Jetty in GCB area” in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications etc. at the Rates entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the Specific works awarded under this contract within the stipulated period of completion mentioned in specific work orders from the date of release of site and as per specifications. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mumbai. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract.

3. I/We send herewith a sum of Rs.20,000/- (Rupees Twenty thousand only) as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.

4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form if required with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities & Rates attached to this tender.

5. I/We also agree, if awarded the contract, that the Earnest Money lodged with this tender will be retained by the Board of Trustees towards part of the Initial
Security Deposit and to make further deposit by Bankers Cheque/Demand Draft in favour of FA & CAO, MPT, Headland Sada payable at Vasco-Da-Gama, Goa by way of Bank Guarantee or by Cash and a cash receipt obtained from A.O.(Cash), FA&CAO / MPT, within 7 (seven) days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of 5% of the Contract Price in the form of Bank Guarantee.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 5% of the Contract Price of my/our tender by way of deductions from my/our bills at the rate of 10% of the gross value of work certified in each bill till the amount of 5% of the contract price is accumulated.

7. I/we agree to abide by this tender to be valid for the period of 180 days from the date fixed for receiving/opening the same and it shall remain binding upon me/us and may be accepted any time before the expiration of that period.

8. I/We hereby certify that my/our registration certificate under the ‘Goa Sales Tax on the transfer of property in goods involved in the execution of Works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash Memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the act.

9. I/We have inspected the site and I am / we are fully aware of the work to be carried out while tendering for the contract.

10. I/We request that early payment of interim bills be made from time to time in advance of such bills being audited as per tender conditions.

11. *(A) Mine is a proprietary firm and I am the sole proprietor of the firm. My firm is/is not registered with Registrar of firms.

   Name : ________________________________________________
   Age : ___________ years

   *(B) Ours is a partnership firm and the names of all major partners are given below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>
We understand and confirm that if our offer is accepted, the contract will be entered into with the above mentioned partners only and the Trustees will not recognize or deal with any minor partners or their guardians.

*(C) ours in a Company with liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer.

Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

The contract will be completed under the Company’s Common Seal.

11. The Bank’s Guarantee referred to in Para No.5 above will be from **_________________________**

12. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is ________________

13. The name and address of our Banker is **_________________________**

Witnesses

Tenderer’s

Signature : ________________  Signature : ________________

Name: ________________  Name: ________________

Address : ________________  Address : ________________

______________________  ______________________

Tel. No.: ________________  Tel. No.: ________________

Mobile No: ________________  Mobile No.: ________________

Date : ________________  Date : ________________

N.B.: * Strike out whichever is not applicable.

** Here the Name of the Bank should be stated.

**********
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/ 71 /2016

Name of Work :- “Laying of Pavers at Launch Jetty in GCB area”

ADDITIONAL INSTRUCTIONS TO TENDERERS

The instructions to the Tenders shall be Instructions to “Tenderers” as modified or added to by the following Additional Instructions to Tenderers which shall be read and construed with the instructions to tenderers as if they were incorporated therewith.

In so far as any of the provisions in Additional Instructions to Tenderers may conflict with or be inconsistent with the instructions to Tenderers the Additional Instructions to Tenderers shall prevail.

1. Sealed tenders are invited in single cover system for work described in the Tender Notice referred to herein before.

2. Earnest Money: No tender will be considered which is not accompanied by the Earnest Money Deposit (E.M.D.) for the sum stipulated in the tender notice which is lodged on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 180 days from the last date of submission of the tender document. (whether or not the submitted tender(s) are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees and if the tender is accepted the Security Deposit (SD) mentioned in Para 5 hereinafter will be furnished.

3. Tenderers must fill in the space provided for, in the Schedule of Quantities, Rates in figures as well as in words, they are willing to undertake the work.

4. Tenderer must return the complete tender set duly signed wherever required. Any tender not so signed will not be considered. Alterations to the conditions of contract and specifications will not be entertained.

5. SECURITY DEPOSIT: The Security Deposit shall be 10% of the value of contract.
The Successful Tenderer will be required to deposit the following amounts as Security Deposit for the due fulfillment of the contract.

a. Initial Security Deposit (I.S.D.) shall be 5% of the Contract Price payable within 7 (Seven) days from the date of receipt of pre-acceptance letter, in the form of Bank Guarantee from any of the Nationalized Bank in the form annexed or Demand Draft/ Bankers Cheque/ Pay Order addressed to FA&CAO, MPT/HL payable at Vasco-Da-Gama, Goa. The Earnest Money (EMD), deposited with this tender EMD will be retained towards part of the Initial Security Deposit. The Contractor will have the option to pay the entire amount of 5% of the Contract Price towards I.S.D in the form of Bank Guarantee. The Bank Guarantee for I.S.D. will be valid till the completion period plus maintenance period of the last specific work plus three months for claims period.

b. Retention Money (R.M.) equivalent to 5% of the Contract Price and the sum shall be recovered at the rate of 10% of the gross value of work certified under each bill until an amount of 5% of Contract Price is accumulated. The contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee(s) for the like sum (s) at any stages (s) of the work.

The entire amount of 10% of the Contract price as Security Deposit may be paid in Cash/ Demand Draft/ Pay Order/Bank Guarantee.

The Bank Guarantee to be furnished against above should be from any of the Nationalized Bank having a branch in Vasco-Da-Gama and the Guarantee should be executed by the said Branch.

Unless this deposit is lodged and the Guarantee is furnished within 7 (Seven) days of the receipt of intimation of the acceptance of the tender or such further period as may be allowed by the Chief Engineer in writing, the Earnest Money (EMD) will be liable to forfeiture and contract liable to be terminated 'and the Tenderer will be responsible' to the Trustees for the damages thereby incurred by them.

Upon successful completion of the works and after issue of Completion Certificate by the Chief Engineer, the Chief Engineer and or Board of Trustees shall upon receipt of a written application, refund to the contractor, the said Retention Money of 5% (Five percent) of the estimated cost of the works referred to in sub-clause 5(b) above after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract. The Initial Security Deposit referred to in sub- Clause 5(a) above will be refunded after completion of maintenance period, after adjusting estimated / actual expenditure by Mormugao Port Trust for rectification of defects and after adjusting other amounts due if any for breach of the Conditions of Contract.

Note: The amount of liquidated damages expressed in the Tender Notice to be payable for delay in the performance of the contract has been arrived at on
the fair estimate of the amount of loss likely to be sustained by the Trustees as a result (the delay in the performance of the contract.)

6. The entire work comprised in this contract is required to be completed within the period as described in the 'Tender Notice'. No counter conditions as regards to completion period shall be quoted by the tenderers.

7. The Chief Engineer and/or the Trustees reserve the right to reject any tender without assigning any reasons or to accept any tender as a whole or in part and does not bind himself/ themselves to accept the lowest or any tender, No reason will be assigned for the rejection of any tender.

8. Cost of testing of materials if any shall be borne by the Contractor.

9. Tenderers should note the arrangements described in the tender document for prompt payments of bills.

CHIEF ENGINEER
MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT  
TENDER NO: CE/71 /2016

Name of Work: "Laying of Pavers at Launch Jetty in GCB area"

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

01. The tenderer shall visit the site and fully study the work involved vis-à-vis the quantity and specification before tendering for the work. Any clarification in this regard will be given if required prior to submission of tender. The tenderer should inspect the site, assess himself the area, accordingly the rates may be quoted. No claim will be entertained regarding for this purpose thereafter.

02. The work shall be carried without disturbing the operation of jetty or other agencies working in the area.

03. Time is the essence of the contract and the entire work shall be completed within a period of one month as specified in the schedule. The tenderer shall also submit detailed programme within 7 days for the timely completion of work giving details of gangs/labour/material supply/plant and machinery etc., taking into account the limited time schedule provided.

04. The rates quoted by the tenderer shall hold good for the entire period of contract.

05. The proposed work broadly comprises as detailed in scope of work.

06. Considering the completion time of the work, the successful tenderer shall not be required to enter into an agreement with Mormugao Port Trust after acceptance of the tender. However, the tender and the correspondence between the parties will be considered as a binding contract between the parties.
07. The rate quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octroi, Excise Duty, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works except Service Tax which is payable extra.

08. The labour payment shall be made in the presence of the J.E. In charge failing which no bills will be processed. The Contractor has to inform in writing 48 hrs in advance to JE/EA regarding the date, place and labour payments in order to witness the same.

09. The contractor shall have EPF Registration No. of the firm and shall contribute towards Employee Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.

10. The following record shall be maintained:
   1) Muster Roll.
   2) Register of wages.
   3) Wage slip to all the labourers.
   4) Material Register
   5) Hindrance register.
   6) Site instruction book.
   7) Joint record/measurement register.
   8) Any other register required by the Chief Engineer or his representative.
   The contractor shall keep all the registers in safe custody.

11. The Tenderer’s supervisory staff shall be fully experienced in this type of work and all safety precautions should be taken and the work will to be carried out under their supervision.

12. The contractor shall insure plant, machinery and workers employed by him on the board during execution of work and is fully responsible for their safety.

13. Watch and ward of all materials and equipment will be responsibility of the contractor and no claims will be entertained towards loss or damage to the contractors materials and equipments.

14. The contractor shall clear the site immediately after completion of the work to the satisfaction of the Chief Engineer or his representative.

15. Storage arrangements for all material shall be made by the contractor at his own cost.

16. The contractor shall give the cell nos. of the contractor and their authorized supervisors for immediate communication before commencement of the work.

17(a) without limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol. I) The contractor shall insure, at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause
arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 45 of G.C.C. (Vol.I).

(i) The Works and the Temporary Works to the full value of such works executed from time to time.
(ii) The materials and any other Plant and other things brought on to the site by the contractor to the full value of such materials and other things.

17(b) Such insurance shall be effected with an insurer and in terms approved by the Board and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer’s representative the policy or policies of insurance and the receipts for the payment of the current premia provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall render the contractor liable to insure against the necessity for repair or reconstruction of any work constructed with material or workmanship not in accordance with the requirements of the contract.

18(a) Before commencing the execution of the works, the contractor but without limiting his obligations and responsibilities under clause 22 of G.C.C. (Vol. I) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (including any employee of the Board) by or arising of the execution of the works or Temporary Works or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 22(1) of G.C.C. (Vol. I).

18(b) Such insurance shall be effected with an insurer and in terms approved by the Board and for at least the amount stated in the Tender and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer’s representative the policy or policies of insurance and the receipts for the payment of the current premia.

19. The Contractor shall insure against accident, injury etc. to workmen with an insurer approved by the Board and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce to the Chief Engineer or the Chief Engineer’s representative such policy of insurance and the receipt for payment of the current premia. Provided always that in respect of any
persons employed by any sub-contractor, the contractor’s obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Board is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Chief Engineer or the Chief Engineer’s representative when required such policy of insurance and the receipt for payment of the current premia.

20. If the Contractor shall fail to effect and keep in force the insurance referred to in the above mentioned clauses hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the Board may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Board with interest as stated in Vol. I as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

21. The successful tenderer will have to submit immediately within 7 days after receipt of the acceptance Letter a phased programme of execution of different items of works.

22. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under clause no.42 of General Conditions of Contract, Volume – I of the tender document will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port’s supervisory staff.

23. EPIDEMICS

In the event of any outbreak illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the Local Medical or Sanitary Authorities for the purpose of dealing and overcoming the same.

24. DISORDERLY CONDUCT ETC.:

The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

25. FOOTWARE, GLOVES ETC.:

In partial modification of Clause No.31 of the General Conditions of Contract, the contractor shall at his own expenses provide safety equipment, uniforms, footwear and gloves for all labour employed to the satisfaction of
the Chief Engineer or his Assistant.

26. **ACCIDENTS:**

The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

One bucket full of water & sand shall be kept at the work spot. Portable fire extinguisher shall also be kept at the work spot.

27. The contractor and his workers/agents shall be required to obtain from MPT and display a Photo Identity Card during entry, stay and exit from the Port security areas guarded by CISF personnel.

28. All applications for issuance of Photo Identity cards shall be routed through the Chief Engineer, who shall forward the same to the Port’s Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agents on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.

29. Subject to the availability, land for construction of temporary sheds/stores/labour hutsments, etc. will be given to the contractor in Port areas. The contractor shall clear away all the temporary structures built within a period of fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Chief Engineer.

30. Lease rent shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/ store /labour hutment’s required in the contract works. Licence fees on Port land for maintenance office buildings and other structures at Mormugao Headland Sada slopes and Baina will be charged as per prevailing scale of rates during the contract period as fixed by finance department and payment for the same shall be made to CDC section of finance department and copy of receipt shall be attached along with contractors running & final bill.

31. The portion of Security Deposit due for refund in accordance with the Conditions of Contract, after physical completion of the work, will not be refunded except with the prior permission of the Chief Engineer, unless and until contractor submit the final bill based on joint measurements.

32. **SUPPLY OF MATERIALS:** The materials to be supplied by the Department free of cost will be issued at MM stores/AXEN/RLY yards, Baina/AXEN(GCB) stores. The Contractor shall make his own arrangement for cutting, loading/unloading, transporting of the materials at his own cost.
33. Water and electricity will be supplied to the contractor by the department, subject to availability. The contractor has to make his own arrangement for the same. Contractor is advised to use diesel generator for this work.

34. **Measurements**
The quantities provided for in the Schedule of Quantities and Rates are only approximate and are given to provide a common basis for tendering. The actual quantity may differ from those provided for in the Schedule in view of the complexity of the work. Payment will be made only for the actual work done.

35. The Tenderers are required to fill the item rates at the end of schedule of quantities and rates and the total amount as stated in Directions to Tenderers.

The Taxes involved in the execution of Works Contract Act 1935 shall be borne by the contractor and rates quoted by the Tenderers shall be inclusive of the said tax also. Service tax will be payable extra.

36. Labour deployment: Tenderer should mention the peak and the least labour force in Schedule ‘A’ they would like to engage for the work. Accordingly, labour license may be obtained from Assistant Labour Commissioner, Vasco.

37. **MODE OF PAYMENT:**
The procedure for preparation and settlement of contractor's bills is as under subject to submission of bill in quadruplet with the Engineer’s certification:

(i) Minimum amount of Interim Certificate shall be as per clause no.54(1) of G.C.C. 100% bill will be paid within 20 working days.

(ii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealings with the Mormugao Port Trust.

Retention Money will be recovered through the Running bills specific works at the rate of 10% of the amount certified in each bill, till an amount equivalent of 5% of the Contract Price is accumulated.

The Chief Engineer may sanction part rates for partly executed items of work mentioned in the Schedule of Quantities & Rates as may be deemed necessary by him.

The contractor shall submit the interim measured bills and final bill only after the measurements are checked by the concerned Engineer and Assistant Executive Engineer/Assistant Engineer and after the final corrected quantities to be billed are given.
38. **FACILITIES FOR WORKS OF OTHER AGENCIES:**

Contractor shall take care to see that his work does not, in any way, hamper the concurrent progress of works of the other agencies in and around the existing site of work, by laying of cables or any other work, which will be awarded during the period of this contract. The contractor, shall accord all facilities to various agencies /contractors such as place for storing their material place for site office. etc. in consultation with the Site Engineer and carry out his activities in close co-ordination with all agencies.

39. The contractor should specially note that there should not be any disturbances to the MPT Staff’s working in the Department and also take necessary steps to prevent noise, dust pollutions etc. in the Office.

40. Service Tax registration for the bidder is mandatory. Bidder has to show proof of attested copy of Service Tax Registration before processing of the 1st R.A. Bill. Service Tax has to be claimed extra as applicable while submitting the bill/bills.

41. Hot work permit will have to be obtained whenever required/as directed.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER NO: CE/71/2016
Name of Work: “Laying of Pavers at Launch Jetty in GCB area”
SCHEDULE – `A`

The Tenderer shall list below Key Personnel and give short resume of their experience together with estimated peak and average labour force that he proposes to employ on the contract (Not required for registered contractors).

<table>
<thead>
<tr>
<th>ORGANISATION</th>
<th>CHART</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation of Key Personnel</td>
<td>Name and short resume of experience</td>
</tr>
</tbody>
</table>

LABOUR FORCE

- Estimated peak force ____________________________
- Estimated average force __________________________
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/71/2016

Name of Work: :- “Laying of Pavers at Launch Jetty in GCB area”

SCHEDULE-C

ESTATE RENTAL CHARGES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Licence fees on Port land for maintenance office buildings and other structures.</td>
<td>Rate will be charged as per scale of rates prevailing during period of contract.</td>
<td>At suitable location subject to availability and to be decided by the Chief Engineer.</td>
</tr>
<tr>
<td>2.</td>
<td>Licence fees on Port land for maintenance office buildings and other structures including labour huts. (Refer relevant clause in the Additional Special Instructions).</td>
<td>Rate will be charged as per scale of rates prevailing during period of contract.</td>
<td>At suitable location subject to availability and to be decided by the Chief Engineer.</td>
</tr>
</tbody>
</table>

NOTE : Rate per 10 sq.m. or part thereof per calendar month or part thereof.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/71/2016

Name of work: “Laying of Pavers at Launch Jetty in GCB area”

DIRECTIONS TO TENDERERS FOR FILLING IN THE
SCHEDULE OF QUANTITIES & RATES

1. Tenderers are required to fill the item rates and the total amount at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered.

2. The rates shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.

3. Quantity & rate of each item of work mentioned in the Schedule should be noted and the rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted.

4. The rates and the amount should be legibly written in figures as well as in words, in the space provided for. Erasures or corrections in figures or in words, without Tenderer's initials, will render the tender liable for rejection.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

Tender No:- CE/71/2016

Name of Work :- “Laying of Pavers at Launch Jetty in GCB area”

SCOPE OF WORK

1. Surface dressing including surface excavation.
2. Ready Mixed Concrete M-15 using 20 mm graded black trap stone metal.
3. Providing & fixing shuttering for kerb wall of any size and shape.
4. Providing & laying interlocking concrete paving blocks of approved pattern and make 80mm thick.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

Tender No: CE/2016

Name of Work: “Laying of Pavers at Launch Jetty in GCB area”

**SCHEDULE OF QUANTITIES & RATES**

<table>
<thead>
<tr>
<th>Item no.</th>
<th>ITEM</th>
<th>Appx. QTY</th>
<th>UNIT</th>
<th>RATE Inclusive of ST &amp; GT Rs. (in figures and words)</th>
<th>AMOUNT (in figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Surface dressing including surface excavation (depth not exceeding 15 cm) for road work in required lines &amp; levels for preparing the base etc. including leveling and removal of surface soil in and around the road network in loose or soft soil etc. including removal of obstructions if any and removal of excavated material up to a lead of 50 m and lift of 1.5m All labour and material etc. complete.</strong></td>
<td>1020</td>
<td>Square metre</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Ready Mixed Concrete M-15 using 20 mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, consolidating, leveling, curing etc. all labour and material etc. complete.</strong></td>
<td>21</td>
<td>Cubic metre</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Providing &amp; fixing shuttering for kerb wall of any size and shape including cleaning, oiling,</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
closing, gaps, removing shuttering after concreting, provisions of necessary props, bracings and other supports etc. All labour and material etc. complete

| 4 | Providing & laying interlocking concrete paving blocks of approved pattern and make 80mm thick of M30 grade over a layer of sand cushion including spreading lean cement mortar, cement slurry laying the blocks to required slope, leveling, filling the joints with dry sand, cleaning the surface etc. as directed. All labour and material complete. | 230 | Square metre |

| 4 | Providing & laying interlocking concrete paving blocks of approved pattern and make 80mm thick of M30 grade over a layer of sand cushion including spreading lean cement mortar, cement slurry laying the blocks to required slope, leveling, filling the joints with dry sand, cleaning the surface etc. as directed. All labour and material complete. | 600 | Square metre |

Total = Rs. ________________

NOTE: While quoting for the work the contractor should take into account wastage of labour due to high tide, movement of fishing trawlers fishing community, etc. The contractor should deploy appropriate men and machinery to ensure completion of work within the scheduled completion period.

TOTAL AMOUNT IN FIGURES

TOTAL AMOUNT IN WORDS
(RUPEES_____________________________________________only)

It is certified that I/we have written the unit rates in figures and words.

Name and Address of Tenderers

----------------------------------------

_______________________________________

Signature of Tenderer with company seal

Date: -------------------
In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called “The Board”) having offered to accept the terms and conditions of the proposed agreement between Board and ...............(hereinafter called “the said contractor(s)” for the work………………………………………………..(hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs.........................(Rupees..................only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We.............................................................(hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank) Pay to the Board an amount not exceeding Rs...................(Rupees.................................................................only) on demand by the Board.

2. We ...............................................................do hereby undertake to pay the amounts due and payable(indicate the name of the Bank)under this Guarantee without any demur, merely on a demand from the Board stating the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding...
Rs............................................................(Rupees.................................................................
........only).
3. We, the said Bank, further undertake to pay to the Board any money so demanded
not withstanding any dispute or disputes raised by the Contractor(s) in any suit or
proceeding pending before any Court or Tribunal relating thereto, our liability under
this present being absolute and unequivocal. The payment so made by us under this
bond shall be a valid discharge of our liability for payment there under, and the
Contractor(s) shall have no claim against us for making such payment.
4. We................................................................. further agree that the
Guarantee herein contained shall(indicate the name of the Bank) remain in full force
and effect during the period that would be taken for the performance of the said
agreement, and it shall continue to be enforceable till all the dues of the Board under
or by virtue of the said agreement have been fully paid, and its claims satisfied or
discharged, or till the Engineer-in-charge on behalf of the Board, it certifies that the
terms and conditions of the said agreement have been fully and properly carried out
by the said contractor(s), and accordingly discharges this guarantee.
5. We................................................................. further agree with the
Board that the Board (indicate the name of the Bank) shall have the fullest liberty
without our consent, and without effecting in any manner our obligations hereunder,
to vary any of the terms and conditions of the said agreement or to extend time of
performance by the said contractor(s) from time to time or to postpone for any time or
from time to time any of the powers excisable by the Board against the said
contractor(s),and to forbear or enforce any of the terms and conditions relating to the
said agreement and we shall be relieved from our liability by reason of any such
variation or extension being granted to the said contractor(s) or for any forbearance,
act of omission on the part of the Board or any indulgence by the Board to the said
contractor(s) or by any such matter or thing whatsoever which under the law relating
to sureties would, but for this provision have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the
Bank or the contractor(s).
7. We................................................................. lastly undertake not to revoke
this Guarantee except with (indicate the name of the Bank) the previous consent of
the Board in writing.
8. This Guarantee shall be valid up to .........................unless extended on demand
by the Board. Notwithstanding anything mentioned above, our liability against this
Guarantee is restricted to Rs..............................(Rupees.................................................................
...........................), and unless a claim in writing is lodged with us within six months
of the date of expiry or extended date of expiry of this Guarantee all our liabilities
under this Guarantee shall stand discharged.
Dated the..............................day of
.......................................................for ...........................................................
(indicate the name of the Bank)

31
MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT

Name of work: “Laying of Pavers at Launch Jetty in GCB area”

DECLARATION

I hereby declare, that I have read and understood the General Conditions of contract and Specifications of the work which are printed in Vol-I, supplied to me by the department which will form a part of tender and shall remain binding on me.

My tender is unconditional.

______________________
Signature of Tenderer.
with Company seal
<table>
<thead>
<tr>
<th></th>
<th>VENDOR REGISTRATION FORM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Organization : ____________________________</td>
</tr>
<tr>
<td>2.</td>
<td>Address (In Detail) : __________________________________</td>
</tr>
<tr>
<td>3.</td>
<td>Telephone Number : ___________________________________</td>
</tr>
<tr>
<td>4.</td>
<td>E-Mail Id : __________________________________________</td>
</tr>
<tr>
<td>5.</td>
<td>Permanent Account Number (PAN) : ______________________</td>
</tr>
<tr>
<td>6.</td>
<td>Bank Name : __________________________________________</td>
</tr>
<tr>
<td>7.</td>
<td>Bank Branch Address (In Detail) : _______________________</td>
</tr>
<tr>
<td>8.</td>
<td>Bank Branch Code : ___________________________________</td>
</tr>
<tr>
<td>9.</td>
<td>Bank Account Number : ________________________________</td>
</tr>
<tr>
<td>10.</td>
<td>Bank Account Type : __________________________________</td>
</tr>
<tr>
<td>11.</td>
<td>Magnetic Ink Character Recognizer (MICR) : ____________</td>
</tr>
<tr>
<td>12.</td>
<td>Tax Identification Number (TIN) : ______________________</td>
</tr>
<tr>
<td>13.</td>
<td>Service Tax Registration Number : ______________________</td>
</tr>
<tr>
<td>14.</td>
<td>Service Tax Registration Code : ________________________</td>
</tr>
<tr>
<td>15.</td>
<td>CST Registration Number : ____________________________</td>
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<tr>
<td></td>
<td>Employee Provident Fund (EPF) Registration Number</td>
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<td>Employee State Insurance Scheme (ESIS) Registration Number</td>
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<td>IFSC Code</td>
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